

PROPOSED

JOINT WESTERN AREA COMMITTEE AGENDA

Submitted by The

WESTERN MASTER FREIGHT DIVISION

Meetings of August 9, 10, 11, 12 & 13, 1965

At The

Sir Francis Drake Hotel - San Francisco, California

Joint Session of the Full Committee.

Monterey Room - 2:00 P.M., Monday, August 9, 1965.

1. Approval of the Minutes of the JWAC Sessions held May 10, 11, 12, 13, and 14, 1965.
2. Discussion of Cases filed with the Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the August sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Proposed amendments to Rules of Procedure.
6. Communications.
7. Other procedural or policy matters to come before the JWAC.
8. ADJOURNMENT.

Case # 5-5-1879 PIE - Bobby
" 5-5-1886 Transcon - Wins
" 8-5-1989 Assoc. Int De Costa
" 8-5-1990 CME Ted
" 8-5-1991 Di Salvo De Costa
" 8-5-1992 Di Salvo "
" 8-5-1993 LASME "
" 8-5-1994 ONC - Ted
" 8-5-1995 Panda - Ted
" 8-5-1996 Panda
" 8-5-1997 Sterling Wins
" 8-5-1998 Transcon Wins
" 8-5-1999 Well Cargo J. Marshall
" 8-5-2000 Co. Wins

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 483, Boise, Idaho, and
11-4-1666 United Buckingham Freight Lines

Clarifi- Union is requesting that the Company be directed to bid two
cation runs from Boise, Idaho, to Pasco, Washington, with the men
to live at Boise to be protected on a five day basis.

It is the Union's position that if the Company can bid two runs
from Pasco, it should also be required to bid two runs from
Boise, and that the Boise drivers, Reed and Holley, have sub-
stantial seniority with the Company.

It is the Company's position that as the result of an operational
change (JWC Case #5-4-1310, affirmed in JWC Case #8-4-1603)
that the Company was authorized to redomicile two unbid runs
from Boise to Pasco; that this change has been made and sub-
sequent thereto, the runs have been bid from Pasco to Boise.

Case #434.

JSC Motion: That the Company be instructed to bid two runs
from Boise to Pasco - men live Boise on a five day basis.

Deadlocked Utah-Idaho JSC September 23, 1964.

November JWAC Action: Postponed.

February JWAC Action: Postponed.

May JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # The Santa Fe Trail Transportation Company
5-5-1838

Change of Opera- tions	Locals Involved:	224,	Los Angeles, California
		104,	Phoenix, Arizona

The Santa Fe Trail Transportation Company is desirous of changing its present operation of one schedule per day from Los Angeles, California to Flagstaff, Arizona, and its operation of its schedule from Wickenburg, Arizona to Ash Fork, Arizona and return.

AGREED TO CHANGE

May JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
5-5-1846

Change of Local involved: 961, Denver, Colorado
Operation

At the present time, we are operating between Scottsbluff, Nebraska and Denver, Colorado. This operation is functioning on the basis of one man living in Scottsbluff, Nebraska and running a turn-around run between Scottsbluff, Nebraska and Cheyenne, Wyoming. We also have a turn-around run operating between Denver, Colorado and Cheyenne, Wyoming that meets the turn-around run from Scottsbluff, Nebraska. The driver on the Denver, Colorado-Cheyenne, Wyoming is a Denver - domiciled driver.

It is the Company's intention to do away with both of these turn-around runs.

May JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
8-5-1966

Change of Opera- tions	Locals involved:	81, Portland, Oregon
		180, Los Angeles, California
		190, Billings, Montana
		222, Salt Lake City, Utah
		468, Oakland, California
		690, Spokane, Washington
		741, Seattle, Washington
		961, Denver, Colorado

It is the desire of Consolidated Freightways to amend their present Transcontinental Operational Agreement. The proposed amendments have been forwarded to all Unions and has been discussed with those affected.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # United-Buckingham Freight Lines
8-5-1967

Change of Operations	Locals involved:	81, Portland, Oregon 148, Wenatchee, Washington 524, Yakima, Washington 551, Lewiston, Idaho 556, Walla Walla, Washington 690, Spokane, Washington 741, Seattle, Washington 839, Pasco, Washington
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Company requests change of operations to allow redomicile of all drivers in Washington, Oregon and Northern Idaho into three places, namely Portland, Seattle and Spokane, with the exception of two line drivers at Pasco to run Boise only.

Change would enable the company to run either a division, a turn, or run through all so-called "Valley Points", namely, Wenatchee, Ellensburg, Yakima, Grandview, Pasco, Walla Walla, Moses Lake, Lewiston, Idaho.

Equipment and drivers can be dispatched from any one of the three domicile points to either of the two remaining points of domicile direct or via any of the aforementioned "Valley Points" to way freight or drop and pick equipment.

Drivers may be dispatched home via any route that will move the equipment the most loaded miles.

Change of operations will (1) enable the company to make better utilization of equipment and available man hours, (2) partially eliminate deadheading any empties, (3) base all drivers at the headhaul points, (4) eliminate bids at backhaul stations, (5) facilitate dispatching of equipment and men by eliminating outdated restrictions, (6) allow company to perform better service through better use of equipment and manpower.

Change of operations to eliminate all existing bids at all points named

Drivers will be moved in accordance with the applicable article in the Contract. Drivers to retain super seniority on any runs they had previously owned bids on - (i.e.)(we may not run a Sea-Yakima at all times for example)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Copperstate Lines
8-5-1968

Change of Operations Locals involved: 104, Phoenix, Arizona
180, Los Angeles, California
224, Los Angeles, California

The company wishes to request the following change in the Company's operation to be acted upon to amend Joint Western Committee Case No. 2-110.

The removal of one man based at Blythe, California. This man to move to Phoenix, Arizona, and there be given the right to bid as his seniority may entitle him to bid. In lieu of this Blythe break schedule, the Company proposes to run one additional schedule from Phoenix, Arizona, to Montebello, California, and one additional schedule from Montebello, California, to Phoenix, Arizona. These two new schedules to run opposite each other three times one week and twice the following week.

There would be no displacement and no loss of membership with regard to Local 224 or Local 180, Los Angeles; and there would be no loss of membership to Local 104, Phoenix, Arizona. However, there would be the movement of one Local 104 man from Blythe, California, to Phoenix, Arizona.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Copperstate Lines
8-5-1969

Change of Opera- tions	Locals involved:	104, Phoenix, Arizona
		180, Los Angeles, California
		224, Los Angeles, California
		310, Tucson, Arizona
		941, El Paso, Texas

The company wishes to request the removal of the restrictions placed on Consolidated Copperstate Lines under Case #8-61-775.

1. Under this decision the Company is limited to run only two sleepers in any 24-hour period between Montebello, California, and El Paso, Texas.

The removal of this restriction would allow the Company to run any number of sleeper schedules in excess of its bid division runs between Montebello, California, and El Paso, Texas.

This privilege is allowed to other carriers operating between Montebello, California, and El Paso, Texas.

2. The above referenced case also placed a restriction of "closed door operation" through the state of Arizona, with the exception of classified material moving to or from Hughes Aircraft, Tucson, Arizona.

It is the Company's proposal to eliminate this "closed door operation" and be allowed to pick and drop freight both at Phoenix and Tucson, Arizona, from these sleeper schedules.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Imperial Truck Lines, Inc.
8-5-1970

Change of Operations Locals involved: 104, Phoenix, Arizona
898, El Centro, California

We wish to file for a Change of Operation and eliminate our line run between Yuma, Arizona and San Diego, California. This involves one position only. The one driver who had the run, quit on June 16, 1965.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Watson-Wilson Transportation System
8-5-1971

Clarification of
5-5-1963

Locals involved:

- 104, Phoenix, Arizona
- 180, Los Angeles, California
- 224, Los Angeles, California
- 468, Oakland, California
- 961, Denver, Colorado
- 467, San Bernardino, California

Local 104 poses the following questions for clarification in
J.W.A.C. Case #5-5-1963:

1. SENIORITY:

Historically, there has been an established practice in Arizona that where the company has multiple terminals within the jurisdiction of a Local Union, there is only one "line" seniority roster maintained for all purposes of seniority application.

QUESTION:

Can this practice be continued? If so, it would mean that, after the move is accomplished and for the purpose of future bidding at Phoenix and Flagstaff, Arizona, including the filling of any vacancies as well as lay-offs and recalls, except as provided under Article 5, Section 6 (e), the seniority of the driver as it appears on the roster would prevail.

The men presently holding seniority in this area would be placed first on such roster in accordance with their Arizona seniority. All others transferring to Flagstaff would be placed on this roster as of the date they began work in Flagstaff but would take their position behind the Arizona drivers in accordance with their full seniority used in bidding into Flagstaff. This roster would include any Arizona drivers on lay-off in Phoenix.

2. BIDDING:

In Bidding into the respective terminals, do the drivers use:

- (a) Company seniority accrued at the terminal where they are employed at the time the change is effected, or,
- (b) Full combined company seniority accrued at all Western terminals where the driver has been employed without a break in service.

(continued)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Watson-Wilson Transportation System
8-5-1971

Clarifica-
tion of
5-5-1963

3. Bidding on future openings at terminals other than the home terminal.

(continued)

(a) Are drivers on a lay-off at their home terminal as a result of not bidding elsewhere or not having sufficient seniority to claim the present available openings required to fill future openings if called in accordance with their "Pool" seniority or forfeit their seniority, or can they protect their status and refuse call-backs to terminals other than their "home" terminal?.

4. Do the drivers have the right to return to their home terminal within 30 days after their first move in this particular change, and either exercise their seniority for displacement of a junior employee at the home terminal, or go on lay-off status?

5. Is packing and crating included in the moving costs to be paid by the company?

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Navajo Freight Lines, Inc.
8-5-1972

Change of Opera- tions	Locals involved:	104, Phoenix, Arizona
		180, Los Angeles, California
		961, Denver, Colorado
		468, Oakland, California
		492, Albuquerque, New Mexico

Navajo Freight Lines, Inc. proposes the following changes of operation:

1. Establish new runs from Los Angeles, California to Denver, Colorado, tractors and drivers domiciled at Los Angeles.
2. Discontinue the Oakland to Phoenix run. Establish a new run from Oakland to Denver with the three tractors and drivers domiciled at Oakland. The Oakland to Phoenix freight presently handled by the Oakland domiciled line drivers will be handled by the Albuquerque based drivers on return dispatch from Oakland to Albuquerque via Phoenix.
3. Discontinue the two runs from Denver to Los Angeles with tractors and drivers based at Denver and establish a new run with these tractors from Denver to Oakland, tractors and drivers to be domiciled at Denver.
4. Establish a new run from Los Angeles to Amarillo with tractors and drivers based at Los Angeles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # United Buckingham Freight Lines

8-5-1973

Locals Involved: 148, Wenatchee, Washington
690, Spokane, Washington

Change of Opera- United Buckingham Freight Lines request the following Change of Operations be placed on the Agenda for the August, 1965 meeting.

PRESENT OPERATION:

At the present time, we are operating from Spokane, Washington to Seattle, Washington, with one driver through on U.S. Highways 90 and 10 via Moses Lake, Washington.

We have one line driver domiciled in Wenatchee, who, in the past, has pulled trips wherever needed - no regular run.

PROPOSED OPERATION:

In the proposed change, we would run from Spokane, Washington to Wenatchee, Washington, drop and pick and with the same driver through to Seattle, Washington. This would operate out of Spokane on Highways 2, 97, and 10.

This change will eliminate the need for a line driver domiciled in Wenatchee, Washington and would eliminate the Spokane - Wenatchee schedule as such entirely.

We are asking for this run in reverse, Seattle to Spokane, via Wenatchee, but on a very irregular basis.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways
8-5-1974

Change of Operations Locals involved: 222, Salt Lake City, Utah
961, Denver, Colorado

It is the desire of Consolidated Freightways to establish a relay run between Salt Lake City and Denver. This relay will be on the basis of one (1) per day, five days a week, with two (2) men operating on opposite days from the Denver point, and two (2) men operating on opposite days from the Salt Lake City point, with the meet-point being Rawlins, Wyoming.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Northern Pacific Transport Company
8-5-1975

Change of Opera- tions	Locals involved:	313, Tacoma, Washington
		524, Yakima, Washington
		741, Seattle, Washington
		839, Pasco, Washington

PROPOSED ROUTE CHANGE:

The Northern Pacific Transport Company does not operate regular runs between Tacoma, Washington and points east of the Cascade Mountains, namely, Ellensburg, Yakima, and Pasco.

However, upon occasions we have operated schedules on an extra basis. These runs were operated via Renton, Factoria and Snoqualmie Pass. Since the early part of 1965 a new route has been opened by the Washington Highway Department. This new route is known as Washington State Highway No. 18. The route is from Interstate Highway No. 5, via Auburn, Washington, to Echo Lake, entering U.S. Highway No. 10 at that point just west of North Bend, Washington.

This route is not listed with other chained mileage routes nor on State or AAA maps. It has been chained by the State of Washington.

The new route offers a considerable savings in operation. Further, it gives us the opportunity to solicit business with a lessor operational cost.

These changes have been discussed with Unions involved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # United-Buckingham Freight Lines
8-5-1976

Change of Locals involved: 313, Tacoma, Washington
Operations 741, Seattle, Washington

United-Buckingham Freight Lines requests a change of operations to allow the dispatching of equipment eastbound from Seattle to all points east of the Cascades to be routed through Tacoma, as the freight dictates, and continue east on new State Highway 18 to connect with regular routes east.

Company also requests permission to route freight destined for points west of the Cascades from points east of the Cascades to be routed via Tacoma on new State Highway 18 as the freight dictates.

The Change would eliminate shuttle service of freight into Seattle from Tacoma for eastern line dispatch. Will give Seattle drivers additional mileage. Would allow better utilization of equipment and earlier delivery in points east of Cascades - eliminate double handling of freight. No line driver at Tacoma would be affected. Will eliminate congestion at Seattle terminal and eliminate delay of freight both east and west directions, will give better service into Tacoma from points east of Cascades.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # United Buckingham Freight Lines
8-5-1977

Change of Operations Locals involved: 551, Lewiston, Idaho
690, Spokane, Washington

We are requesting a Change of Operations from Spokane, Washington via Lewiston, Idaho to end at Walla Walla, Washington.

The reason for starting this run is a new authority just granted United Buckingham Freight Lines to serve the Walla Walla area on an Interstate basis. Prior to this time, the only authority we had for serving Walla Walla was Intrastate.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Los Angeles - Seattle Motor Express
8-5-1978

Clarifica- Local involved: 741, Seattle, Washington
tion of
2-4-1169

Union claims 14 1/2 hours abuse of free time for Braithwaite and Justice at Corning, California, on trip of 3/27 thru 3/29/65. This team was dispatched to Corning for a turn to meet with an LA truck #3066. However, the #3066 team called in sick and the Company dispatched #3120. However, #3120 elected to take their ten hours at the home terminal and did not leave LA until 2:15 p.m., thus causing the Seattle team an abuse of free time as per Article 54, Section 9, Paragraph (c) of the WSA OTR Supplemental Agreement. Further, under Article 42, Section 6, of this same Supplemental Agreement, we request LASME MAKE AVAILABLE the sign in and out sheets from Seattle, LA and Corning for March 27, 28 and 29, 1965, showing the arrival and departure of trucks and drivers for the following LASME equipment, namely, trucks #4068, #3066, and #3120.

Case #1223 (U).

JSC Motion: That Case 1223 (U) is referred to the Joint Western Area Committee, change of Operations Sub-Committee, with request for determination as to, under the facts of this case, whether the Company did have or did not have the right to lay-over at Corning.

Motion Carried

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Ephraim Freightways, Inc.
8-5-1979

Change of Local involved: 961, Denver, Colorado
Operations

I. PRESENT OPERATION: (Denver to Montrose, Colorado)

- (a) Two drivers domiciled Denver, one tractor Denver; average one schedule per day, five days a week.
- Example: (b) Driver 'A' leaves Denver Monday, 8:00 p.m. Arrives Montrose 4:00 a.m. Tuesday - Takes 8 hours rest, leaves Montrose for Denver at 2:00 p.m. Tuesday, arrives Denver 8:00 p.m. Tuesday. Driver 'B' then takes same tractor Tuesday P.M., and makes the same round trip.

II. PROPOSED OPERATION:

- (a) Redomicile one Denver based driver in Montrose. Locate a tractor there and run schedules against each other.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 57, Eugene, Oregon, and
8-5-1980 Consolidated Freightways, Inc.

P & D
Dispute

The Union is claiming 4 hours pay for Bobby J. Everage.

The Union contends that on June 20, 1965, the Company called a junior man to work for 4 hours instead of Everage, who was the senior employee available to work. The junior man did dock work and received the heavy duty rate of pay; Everage is a qualified heavy duty man capable of doing all the work that the junior man performed, therefore, the Union contends that he is entitled to runaround pay as claimed.

The Company contends that the junior man that worked is a lead man and he was called in to help familiarize a new office vacation replacement employee with the bill handling procedure. This was the primary reason he was called in. He spent the majority of his time in the office, however, he did spend about 30 minutes handling freight. The Company contends that Everage is a hostler and that he is not familiar enough with the paper work to train anyone, and would not have been useful.

Case #624.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 12, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-5-1981 Pacific Intermountain Express

P & D Max J. Lewis is a Salt Lake pick-up and delivery truck driver.
Dispute For the weekend of May 29th, he signed to work overtime - 1st
choice, Saturday day shift, second choice, Sunday, day shift,
and third choice, Sunday swing shift as a hostler. His seniority
was such that he could obtain only his third choice, and when
the bids were closed Friday afternoon, he was awarded Sunday
swing shift work. After the bids had been awarded early Saturday
the company found need for three additional men to work Saturday
over the number of Saturday day shift bids awarded. The
Company called the men in seniority order who had not had
sufficient seniority to be awarded a bid. These three men were
junior in seniority to Mr. Lewis.

It is the Company's position that after the bids had been awarded
and additional work became available that the Company was
correct in offering the additional work to junior men who had
not sufficient seniority to claim a bid; that to do as the Union
requested would completely disrupt the entire weekend work
bidding procedure to the detriment both to the men and the
Company.

Case #548 (July 65-5).

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC July 14, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
8-5-1982 Western Transportation

P & D For and on behalf of: Raymond Lyons and Eugene Davis -
Dispute "Western Transportation worked two men Friday, February
26, 1965, checking and hand trucking freight to the spots in
warehouse. As is understood, neither man is a member of
our Union. As a member in good standing, we should have
been asked to work. We are asking for this pay because according
to our contract, seniority rights should prevail. Amount
requested, \$39.24.

Case #SC-5-65-5664 and 5665.

JSC Motion: That based on the facts as presented, the claims
of Raymond Lyons and Eugene Davis be denied.

Deadlocked Southern California JSC May 4, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 483, Boise, Idaho, and
8-5-1983 Pacific Intermountain Express

P & D Claim for work performed by Supervisor.
Dispute

Terminal Manager, Mr. Kelso, worked 5 days during this week while three Union men were laid off.

Case #505 (Mar. 65-1).

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC May 18, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-1984 Best Way Motor Freight Company

P & D On April 30, 1965, Bob Miller, shop employee of Best Way
Dispute Motor Freight, drove Best Way equipment from Seattle to
Tacoma, loaded with sugar for West Coast Grocery Company ,
Tacoma.

He brought back empty equipment of Best Way Motor Freight
that had been unloaded at West Coast Grocery by a Local 741
driver.

It is the position of Local 741 that such dispatching is contrary
to the above-named Article (Article 39, Section 2 (page 61), and
that a man who was available and qualified for heavy duty at
the Hiring Hall at the time in question be paid the guarantee of
four (4) hours at the casual heavy duty scale.

Case #1206 (U).

JSC Motion: That the position of the Union be upheld.

Deadlocked Washington JSC June 2, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-1985 Best Way Motor Freight Company

P & D On Saturday, May 8, 1965, Best Way Motor Freight had
Dispute two loads of peas from Spokane consigned for delivery to
Pier 37, which were moved from Spokane on Best Way equip-
ment and on Best Way ladings.

Two drivers, employed by Western Hauling Company, delivered
these two loads from Best Way Seattle Terminal to Pier 37.
These two men worked from 9:00 a.m. to 1:30 p.m.

Local 741 claims eight (8) hours at the applicable rate for
the top two heavy duty men on the Best Way seniority list because
they were not offered this work.

Case #1207 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC June 2, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-1986 Los Angeles-Seattle Motor Express

P & D According to the bid sheets of the Seattle dock, pickup and
Dispute delivery at L.A.S.M.E., there were approximately 23
heavy duty positions posted for bid.

The Union claims these positions were bid by seniority and qualification of the persons involved. We further claim that to deprive these men of the heavy duty scale is a violation of their seniority.

Case #1210 (U).

JSC Motion: That the claim of the Union be denied and it is recommended that the qualification be deleted from future bid sheets and that the so-called Heavy Duty and P & D bid sheet now in effect be rebid.

Deadlocked Washington JSC June 2, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-1987 O.N.C. Fast Freight

P & D The Company is in violation of a man's seniority when he
Dispute is precluded from working on a premium day and a junior
man is worked in his place. Further, both men are equally
qualified for the type of work in question. Additional
particulars will be available at the August Joint Western
Committee Meeting.

Case #1226 (C).

JSC Motion: That the claim be denied.

Deadlocked Washington JSC July 8, 1965.

REQUESTS TO THE J.W.A.C. FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-345) JOE CAVE, member of Local 962, Medford, Oregon. Employee of Pierce Freight Lines, Division Valley Motor Lines, Inc. Request is for a period of ninety (90) days, effective May 14, 1965, for the purpose of taking a non-covered position for personal reasons.
- (L-346) PHILLIP H. BAILEY, member of Local 224, Los Angeles, California. Employee of Millage Trucking Company. Request is for a period of ninety (90) days, effective March 17, 1965, for the purpose of transferring from yard man to office as General Manager.
- (L-347) EUGENE E. GEMAEHLICH, member of Local 962, Medford, Oregon. Employee of O.N.C. Motor Freight System. Request is for a period of sixty (60) days, effective June 2, 1965, for personal reasons.
- (L-348) CHARLES S. HILL, member of Local 17, Denver, Colorado. Employee of Denver-Chicago Trucking Company, Inc. Request is for a period of seven (7) days, effective May 31, 1965, for the purpose of working in the capacity of detail man.
- (L-349) ROBERT HAMILTON, member of Local 17, Denver, Colorado. Employee of Interstate Motor Lines. Request is for an indefinite period of time, effective May 24, 1965, for the purpose of taking job as Dispatcher.
- (L-350) PERCY S. COLSON, member of Local 224, Los Angeles, California. Employee of Post Transportation Company. Request is for a period of thirty (30) days, effective April 1, 1965, for the purpose of accepting non-covered position with the company.
NOTE: Original Leave of Absence, commencing July 6/64, for a period of ninety days was granted during the August, 1964 JWC Meetings. Refer to Case #8-4-1488 - (L-276).
- (L-351) VON BROWNSON, member of Local 235, Orange, California. Employee of Anaheim Truck & Transfer Company. Request is for a period of ninety (90) days, effective June 21, 1965, for the purpose of dispatching for company.
NOTE: Original Leave of Absence, commencing 5/9/64 for a period of ninety days, was granted during the August, 1964 JWC Meetings. Refer to Case #8-4-1488 - (L-271).

REQUESTS TO THE J.W.A.C. FOR APPROVAL OF LEAVES OF ABSENCE

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- Case # (L-352) ROBERT RICHARSON, member of Local 542, San Diego, California. Employee of Oregon-Nevada-California Motor Freight System. Request is for a period of ninety (90) days, effective May 15, 1965, for the purpose of Manager Trainee at Santa Ana Terminal.
- (L-353) LEONARD I. DISBROW, member of Local 448, Missoula, Montana. Employee of Helphrey Motor Freight. Request is for a period of ninety (90) days, effective June 1, 1965, for the purpose of working for Teamsters Local 448.
- (L-354) CHARLES S. HILL, member of Local 17, Denver, Colorado. Employee of Denver-Chicago Trucking Company, Inc. Request is for a period of ninety (90) days, effective June 14, 1965, for the purpose of performing classified employment in the same industry.
- (L-355) ROBERT L. GIENAPP, member of Local 357, Los Angeles, California. Employee of Los Angeles-Seattle Motor Express, Inc. Request is for a period of ninety (90) days, effective June 15, 1965, for the purpose of accepting the promotion to job of "Loading Foreman" at our Los Angeles Terminal.
- (L-356) DAVE McKINLEY, member of Local 690, Spokane, Washington. Employee of Helphrey Motor Freight, Inc. Request is for a period of ninety (90) days, effective July 1, 1965, for the purpose of accepting assignment as City Dispatcher.
- (L-357) JOHN L. STEBBINS, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of thirty (30) days, effective July 7, 1965, for the purpose of a trial period as Dock Supervisor.
- (L-358) ROBERT W. TOOKER, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight/Superior Express. Request is for a period of ninety (90) days, effective July 1, 1965, for the purpose of trial as Dispatcher.
- (L-359) DONALD MARTIN, member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. Request is for a period of ninety (90) days, effective July 12, 1965, for the purpose of taking position as Dock Foreman.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
2-5-1761 Pacific Motor Trucking Co.

MASTER LD-1289 (Local 85 vs P.M.T.) Union claims an agreement
Dispute between Locals 70 and 85 prohibits the employer from sending
a bobtail unit from one jurisdiction into the other to pick up a
full box and return in a Transbay operation. Employer claims
there is no such agreement, that past practice has been to the
contrary for many years, and that the industry practice likewise
has not been as the Union claims.

LD-1550 (Local 85 vs P.M.T.) Case returned to this committee
as no accord reached when case referred to the Negotiating
Committee. Case formerly heard as Case LD-1289. Motion
deadlocked that the Union's position be upheld.

Case #LD-1550.

JSC Motion: That due to the facts presented, this case is
referred to the Negotiating Committee with people with
knowledge of the Transbay operation, and Messrs. Beatty
and Kirby be present to outline the problem and present the
views of this committee.

Deadlocked California Bay JSC October 1, 1964.

February JWAC Action: Postponed.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
2-5-1790 Consolidated Freightways, Alaska Division

OTR This Company is signatory to a rider that is supplemental to
Dispute the 1964-1967 Western States Area Over-the-Road Agreement.
Chain time is not excluded as paid for time in this Rider,
also fuel time is not excluded when drivers physically perform
the fueling. It is the contention of the Union that this Company
be obligated to pay these items in conformity to other sleeper
cab operators under this Agreement.

Case # 1054 (U).

JSC Motion: That based upon the conditions as listed in the
Alaska Rider drivers be paid chain and fuel time when they
actually perform the fueling and chaining.

Deadlocked Washington JSC December 3, 1964.

February JWAC Action: Remanded to the parties to
determine the facts. This committee to retain jurisdiction.

May JWAC Action: The committee will still retain jurisdiction
on the case. Mr. Dickman agreed that he would go with the
Union representative, Art Trimble, and check the facts out.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
2-5-1795 United-Buckingham Freight Lines

Interpre-
tation

Case #1090 (U) - Subject: On 10/14/64, Spokane driver Saling, divisioned to Yakima, took his rest in Yakima, loaded Yakima Firing Range for Tacoma, came from Tacoma to Seattle then returned to Spokane. This is not an approved operation. Ted Parmenter, Seattle line driver, should be compensated for amount made by this Spokane man. Violation of JWC Case #5-3-748.

Case #1091 (U) - Subject: On 9/30/64, Ed Smith, heavy duty pickup and delivery man at Moses Lake ran from Moses Lake to Seattle to Moses Lake. The Union claims the Company has never applied for this run. Also, the same run was run on 10/14/64 by Ed Smith. However, Smith came from Moses Lake to Othello to Seattle and then from Seattle to Wenatchee to Moses Lake. This run has never been approved by the JWC and is further a violation of I.C.C. hours of service. Ned Clough, Seattle line driver, has a runaround due on both of these days. Company doesn't agree that the Moses Lake driver went through Othello. Driver left Moses Lake at 1800 hours with Basin produce picked up in Moses Lake for Waddens in Seattle.

Case #1092 (U) - Subject: On 10/7/64, Portland driver Hogan, came from Wenatchee with a drop in Tacoma. This is not an approved run from Portland to Yakima to Wenatchee to Tacoma. This Wenatchee is a Seattle run. Robert Guthrie is entitled to a minimum days pay for this run.

Case #1093 (U) - Subject: On 11/20/64, Grosson, a Portland man, out of Pasco to Seattle, dropped and picked then went to Portland. Union claims two (2) divisions pay for first Seattle man up. Also, the Union asks for cease and desist on this run.

Case #1094 (U) - Subject: On 10/27/64, a Portland driver came into Seattle from Lewiston, Idaho, then later proceeded to Portland via Hoquiam with 5511-77212-21-23136. Union claims two (2) divisions pay for Keith Birk, who did not work. Union also asks for cease and desist.

Case #1095 (U) - Subject: On 11/19/64, Portland driver, Bob Cook, came out of Wenatchee and picked up 6004 and 70-100 then went to Portland. This is not an approved run. Therefore, Union claims two (2) divisions pay for Ed Budka, who did not work on days in question. Union also asks for cease and desist.

(continued)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
2-5-1795 United-Buckingham Freight Lines

Interpre Case #1096 (U) - Subject: On 11/24/64, Grosson, Portland man,
tation came in from Pasco at 0500, dropped set of boxes here, out for
(cont'd) Tacoma and Portland at 0545. Union claims two (2) divisions pay
for Seattle driver who did not work on this day. Also, cease and
desist on this run until it is properly approved.

Case #1097 (U) - Subject: On 10/26/64, Portland driver came from
Wenatchee, dropped in Seattle, picked up 5519-54136-54154 for
Portland. Union claims two (2) divisions pay for Guthrie, the
Seattle man who did not work. Also ask for cease and desist.

Case Numbers 1090 (U) through 1097 (U).

JSC Motion: That in view of the fact Cases 1090 (U) through
1097 (U) involve various Locals and areas, and drivers in
various Locals and areas, and the matters are considered
interpretive, it is moved that these cases be forwarded directly
to the Joint Western Committee. This Motion Carried.

Date of JSC Action - 1/7/65.

February JWAC Action: Remanded to the parites and Inter-
national Organizer, Clyde Crosby to determine which runs
can be bid. This committee to retain jurisdiction.

May JWAC Action: That in Case #2-5-1795 the committee retain
jurisdiction until the next meeting of the JWAC, and that the
Company come in with the proposed change that they discussed
here before the committee which would eliminate and clarify
many of the runs in question. If they do that, then we will
relinquish jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 483, Boise, Idaho, and
2-5-1822 Consolidated, - P.I.E. - I.M.L. and Garrett Freightlines

OTR The Employers send an employee, long line driver, with a rig to be loaded at Ore-Ida Plant, Burley, Idaho. The line driver will then have to reorganize the frozen potatoes out of the plant in Burley. These employees are not dressed for this work. Two employees, one from Garrett and one from Consolidated, have caught colds from working in the zero temperatures. One of the fellows lost time because of this.

The Union is asking that the employers named above submit to this committee the dates they have handled frozen food from Burley plant and also let a dock man be paid dock rate of pay for work the drivers have been doing in his stead. This also applies to P.I.E. sleepers coming out of Oakland, California into Burley and loading frozen potatoes.

Since this case involves all of the carriers who operate in the Boise area, the Joint State Committee ruled that it should be referred to the Joint Western Area Committee for determination.

Case #471 (Dec. 64-7).

Date of JSC Action: 1/13/65.

February JWAC Action: Postponed.

May JWAC Action: The Local Unions and the companies involved, and the International Organizer, George Rohrer, meet, go out and look the situation over, sit down and negotiate a settlement, or attempt to. If they can't, this committee will retain jurisdiction and hear the case at the next meeting.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 2, Butte, Montana, and
5-5-1868 Garrett Freightlines, Inc.

OTR Pocatello driver arrived in Butte, dropped his tractor and
Dispute trailer, picked up a tractor and trailer and continued on to
Missoula. Union requests wages at applicable rate for
Ed Hopwood, a P & D driver qualified to have made this run.

Drivers Seabold and Galloway pulled to Butte from Pocatello,
dropped trailers in Butte and picked up others and pulled to
Missoula. Union requests wages at applicable rate for
Richard Newgard and Clarence Hess, qualified P & D drivers
of the Butte terminal.

Case #M-469.

JSC Motion: That in Case M-469, based on the facts, the
company could not prove they had an approved run from Pocatello
to Missoula, the claims be paid.

Deadlocked Montana JSC March 19, 1965.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-5-1879 Pacific Intermountain Express

Joint LD-1753, 1754 (Local 70 vs P.I.E.) Article II
Council 7

Dispute Cases originally filed through Hiring Hall Committee. Hearings consolidated by agreement.

Union feels that Tollfree should have been permitted to work as dispatched from Hiring Hall on September 25, October 2nd, and October 4, 1964; that he is a qualified worker, that he should receive a day's pay for each of the days on which he was refused employment.

Company objects to filing as out of order per Article 38 (4) of the Contract; that in their considered opinion, the man was unacceptable for employment; that in the exercise of hiring privilege they violated no provisions of the Contract.

Case #LD-1753 and #LD-1754.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee
March 18, 1965.

NOTE: The decision in Cases #LD-1753 and #LD-1754 shall apply to the following cases:

#LD-1741 - 1755 - 1766 - 1785 - 1789 - 1791 - 1792 -
-1793 - 1794 - 1795 - 1796.

May JWAC Action: That in this case and cases pertaining to this case be referred back to the Hiring Hall Committee for adjudication. In the event that they don't hear them, that this committee will hold jurisdiction and then hear them, and that rules of procedure governing the committee action of the Hiring Hall be reduced to writing.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-5-1886 Transcon Lines

Joint Union wants company to install heaters and defrosters.
Council 7 Company claims they are not needed in this area.
Dispute

Case # LD-1656.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
January 21, 1965.

May JWAC Motion: Postponed.

NOTE: Joint Council #7 Labor-Management Committee
Case #LD-1665 - Local 70 and L.A.S.M.E. will be decided
by the decision in this case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1891 Consolidated Freightways, Inc., Bulk Commodities Division

Tanker Local Union 81 is claiming that Consolidated Freightways, Inc.
Dispute Bulk Commodities Division, is in violation of Article 14,
Sections 1 and 2, of the Western States Area Master
Agreement.

On March 19th, the Union filed a complaint against the Company, under Article 15, Section 6, "Money Disputes," of the Tanker Supplement, requesting \$640.00 for Hodges; the equivalent of the minimum amount he would have received for this period from the Oregon State Accident Commission. The Company posted the money in the name of Harry Hodges, in accordance with the Contract, on March 24th, the same day they notified Hodges that his claim had been rejected by their insurance carrier.

Case #581.

JSC Motion: That the \$640.00 be turned over to Harry Hodges.

Deadlocked Oregon JSC April 5, 1965.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1892 Lee & Eastes Tank Lines, Inc.

Tanker Local Union 81 is claiming runaround pay for John Mullan
Dispute for February 14, 1965, from Lee and Eastes Tank Lines, Inc.,
 because of improper dispatch.

Case # 572.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC March 1, 1965.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1898 Pierce Freightlines, Inc.

OTR The Union contends that in approximately November, 1964,
Dispute the Company arbitrarily discontinued payment of one-quarter
hour to Portland road drivers for fueling their own rigs in
Medford, Oregon. Prior to this time, the Company was paying,
in addition to the mandatory half hour for each tour of duty,
one-quarter hour to drivers who did the fueling themselves in
Medford.

The Company contends that they adopted a new pay reporting
system requiring drivers to accurately itemize the actual
time spent, and that the drivers are paid for what they put down,
if it amounts to more than the half hour, they are paid for it.

Case # 588.

JSC Motion: That on the basis of past practice the fifteen (15)
minutes for fueling in Medford, Oregon, be paid.

Deadlocked Oregon JSC April 5, 1965.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
5-5-1903 Hecht Fast Freight

Joint Henry Puertas claims 1/2 hour overtime is due from 7:30 a.m.
Council 7 to 8:00 a.m., on December 15, 1964, per Article 52 of the
Dispute Local 85 Pick-Up and Delivery Supplement.

Case #LD-1651.

Joint Council #7 Labor-Management Committee Motion: That
the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
January 21, 1965.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 483, Boise, Idaho, and
5-5-1932 I.M.L. Freight

OTR A. C. Smith runaround claim. It is the Union's position that
Dispute since Mr. Smith's run is a bid run, it is guaranteed and
cannot be cancelled, and accordingly, the Union claims pay
for the regular turnaround run on the day it was cancelled.

It is the Company's position that Mr. Smith's bid run is
"protected," not "guaranteed," and is subject to a well-established
twenty-four hour protection period.

Case # 498 (Feb. 65-4)

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC February 17, 1965.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 551, Lewiston, Idaho
5-5-1933 Local 741, Seattle, Washington, and
United Buckingham Freight Lines

OTR The Unions have made several attempts to obtain bid runs
Dispute on United Buckingham Freight Lines Over-the-Road operation;
such attempts extending over a long period.

We received instructions from the Joint State Committee on procedures to follow and we carried out these instructions. We feel that as a result of all the hearings and meetings, we have not arrived at a conclusion as to bid runs as outlined in the Western States Area Over-the-Road Supplemental Agreement.

It is further our position that the bids we are asking for are running out of our respective jurisdictions and would not force any undue restrictions on the Company.

Case #1127 (U) and #1185 (U)

JSC Motion: That "inasmuch as this committee has retained jurisdiction of Case #1127 (U), and a meeting has been scheduled to further discuss the issue, this committee will continue to retain jurisdiction and will request progress reports until the issue is finalized."

Deadlocked Washington JSC April 8, 1965.

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-5-1952 Oregon-Nevada-California Fast Freight

Interpre- Request for interpretation of Article 3, Section 2, third
tation paragraph, of the National Master Freight Agreement.

The employer's position is that they may hire casuals as replacements for absenteeisms and vacations, and that these casuals shall never accrue any seniority even though they may work from two to six months regularly. The employer also requests that casual employees hired under these circumstances sign a stipulation waiving their rights to accrue any seniority.

The Union's position is that the contract provides that any employee hired under Article 3, Section 2, third paragraph, of the National Master, has to be by mutual agreement with the Union before this provision of the contract can become effective. Further, the Union maintains that the Company cannot require any employee to waive his rights to seniority, nor has the Company the right to waive any employees rights.

Case No. - None given.

May JWAC Action: That this case be postponed until August and this committee hold jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
5-5-1954 Consolidated Freightways

Warning Local 468 wishes to protest the warning letter issued to
Notice McAllister and Hargrave.

Case #CB-1451.

JSC Motion: That the warning letter be rescinded and
that a letter of reprimand be issued.

Deadlocked California Bay March 16, 1965 (JSC)

May JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1989 Associated Freight

Joint Martinez on first dock shift has less seniority than Russell
Council 7 who works second shift. On disputed occasion, Russell, who
Dispute worked until 3:30 a. m. was put on layoff while Martinez worked.
Company contends State law requires 8 hours rest between
shifts, so Russell could not have been recalled.

Case #LD-1882.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be denied.

Deadlocked Joint Council #7 Labor-Management Committee
June 3, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1990 California Motor Express

Joint Union objects to spotting of trailers at interline carrier
Council 7 docks for loading by night platform men. Claims subterfuge
Dispute to prevent paying C. M. E. driver overtime for loading his own
 equipment, departure from past practice.

Case # LD-1890

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 17, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-5-1991 Di Salvo

Joint Council 7 Can a line driver drop a train at Oakland terminal and hook
Dispute up and haul an empty van to San Francisco terminal?
Oakland terminal closed at the time.

Case # LD-1895.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld in the filing.

Deadlocked Joint Council #7 Labor-Management Committee
July 1, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1992 Di Salvo

Joint Can line driver drop one trailer of a set of doubles at
Council 7 Oakland terminal and proceed with the remaining trailer
Dispute and dolly to the San Francisco terminal? Oakland terminal
closed.

Case #LD-1896.

Joint Council #7 Labor-Management Committee Motion: That
the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
July 1, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1993 Los Angeles-Seattle Motor Express

Joint Union Position: Employees who take 1/2 hour lunch on a
Council 7 consignees schedule are entitled to 1/2 hour overtime.
Dispute

Case #LD-1826.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 6, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
8-5-1994 O.N.C.

Interpre-
tation

Union claims that senior employees should be allowed to bump bid hostlers rather than being assigned to the night shift dock. The night dock has junior employees until November when it is necessary to lay off. At that time, the company reassigns day men on jobs which are not bid to the night dock in accordance with seniority. Some bid hostlers will be junior to those men reassigned.

Case #LD-1900

Joint Council #7 Labor-Management Committee Motion:
That case is referred back to the parties for settlement.
If no settlement is agreed upon, the case shall be referred to the Negotiating Committee for interpretation, through the Joint Western Committee.

Date of Joint Council #7 Labor-Management Committee
Action - July 1, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1995 Panda Terminals

Joint Vacation - Union's position is that any employee who has
Council 7 ten years of service or more, regardless of his anniversary
Dispute date, shall receive four weeks vacation with pay. Company
refuses to pay; only pro-rated basis on same.

Case Number - None given.

The grievance was heard by a panel of 2 & 2 under the
Local 70 Grievance Procedure which resulted in a
deadlock.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1996 Panda Terminals

Joint Trap van driver leaves truck at Shema Drayage, Local 12
Council 7 loads and driver returns and picks up equipment. Union's
Dispute position is that driver should stay with the truck. Employer
feels this is wrong. Union claims a days pay for each
occurrence.

Case Number - None given.

The grievance was heard by a panel of 2 & 2 under the
Local 70 Grievance Procedure which resulted in a
deadlock.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1997 Sterling Transit

Joint Interpretation of Contract with regard to bidding of routes.
Council 7
Dispute

Case #LD-1806.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 20, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1998 Transcon

Joint Tollfree dispatched from Hall as casual, is a qualified worker
Council 7 and should not have been refused. Rejection letter on file
Dispute with Union.

Case #LD1840.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 20, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
8-5-1999 Wells Cargo

Joint On Saturday, when the local terminal was closed, a Reno
Council 7 driver picked up a full load directly at a consignor, on a
Dispute turnaround.

Case #LD-1897.

Joint Council #7 Labor-Management Committee Motion: That
this case is improperly before this committee, and is referred
to the Joint Western Committee, based on the revised Article
45, Section 5.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-5-2000 Consolidated Freightways, Inc.

OTR
Dispute

The Union contends that sleeper team Reilly and Lanning were dispatched from Portland on a roll and rest trip with replacement equipment to Chicago, Illinois. They were told at the time that upon arrival in Chicago they would be deadheading back to Portland either by bus or train. They took their rest period and missed the connecting train and had to lay over in Chicago 36 hours. They were then given a train ticket, no berth, and dispatched back to Portland. They were paid deadhead miles, the sleeper cab rate of 11.15¢ per mile, SPLIT. The Union contends that the Company must pay the deadhead miles at the regular driving rate of wages that the men received as drivers on the roll and rest operation. Under no circumstances, does the Union agree that the Company can dispatch a pair of drivers on a roll and rest basis, knowing that they are going to have to deadhead home, and upon arrival at their destination, declare them a sleeper team, deadhead them home, and split the shortest mileage between the two drivers.

The Company contends that the Local Union has insisted that any time they roll and rest replacement equipment to Chicago or other points, this work must be given to the sleeper board whose drivers normally make these runs. Therefore, they dispatched a sleeper team on this roll and rest operation and when the team arrived in Chicago, they deadheaded them home, as a sleeper team, and paid them the rate of pay that they had always paid any sleeper team deadheading home from any point.

Case #627.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC July 12, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
8-5-2001 Garrett Freightlines, Inc.

OTR Local Union 81 is claiming runaround pay amounting to a
Dispute Portland-Aberdeen round trip, from Garrett Freightlines, Inc.,
because on April 1, 1965, the Company used a O.S. & D. Clerk
to move freight to Aberdeen. The claim is for the senior line
driver who was available and who did not work on that night. The
Union contends that this was a line trip, belonging to a line
driver, and that the Company has done this more than once.

The Company contends that on the night in question, the loader
neglected to put 84 pounds of freight on the truck. If they would
have called a line driver, they would have had to give him a two
hour call, and the customer was waiting for the freight. The
Company contends that everyone was working on that night,
including 3 casuals, the O.S.&D. Clerk put the freight in his
car and met the Aberdeen Terminal Manager enroute to make
the delivery. The Company maintains that there was no attempt to
circumvent the contract, it was done to satisfy a customer in
an emergency situation.

Case #611.

JSC Motion: That the Union's position be upheld and the
runaround be paid.

Deadlocked Oregon JSC May 3, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2002 Interstate Freight Lines, Inc.

MASTER The Union contends that Jesse Weinel went to work for Interstate
Dispute Freight Lines on May 5, 1965, at which time he was working as
 a casual employee. He worked 10 days in May, and every working
 day in June. It wasn't until June 7, that the Union received any
 notice of hire for this employee;; on this date, the Union received
 a form -type letter as used by other members of the Truck
 Operators League of Oregon, stating that this man would be
 used as a part-time employee from June 7th to June 12th, 1965,
 in accordance with Article 3, Section 2, of the P. U. D. Supple-
 mental Agreement. It is the Union's position that this employee
 had been on the payroll in excess of 30 days and is entitled
 to the following benefits: (1) to become a regular employee,
 (2) to be entitled to holiday pay, (3) health and welfare payments
 on his behalf, and (4) vacation benefits when he qualifys for
 same under the provisions of the Contract.

Case #632.

JSC Motion: That the Company's position be upheld.

Deadlocked Oregon JSC July 12, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2003 Oregon-Nevada-California Fast Freight

OTR The Union contends that Norman was runaround by a junior
Dispute man. Norman was next man up on the board, and did not leave
until 15 1/2 hours after the junior man was dispatched on a
Medford run. The Union is asking for the 15 1/2 hours pay,
plus the amount earned by the junior man, for driver Norman.

The Company contends that they paid Norman for the trip down
to Medford, the amount earned by the junior man, however,
they did not pay him for the junior man's return trip because
Norman was out on a run at the time. The Company contends
that the intent of the Contract was not to penalize the Company
by forcing them to pay the man 2 days pay, in this case, not
the 15 1/2 hours and the Medford round trip.

Case #618.

JSC Motion: That the Union's position be upheld and the
runaround claim be paid.

Deadlocked Oregon JSC June 7, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
8-5-2004 Oregon-Nevada-California Fast Freight

OTR The Union contends that Moe was runaround by a junior driver
Dispute Madsen on March 15th, 1965. Madsen was dispatched to Seattle,
and laid over in Seattle. Moe was not dispatched until the 16th,
on a Medford run. The Company paid Moe a Seattle round trip,
not the amount earned by the junior driver, the difference of
\$13.05 the Union is requesting for driver Moe.

The Company contends that Moe was paid the Seattle round
trip, plus what he earned on the Medford run; he was on the
Medford run when the junior man returned from Seattle. The
Company contends he was paid more than adequately.

Case #619.

JSC Motion: That the Union's position be upheld and the \$13.05
difference in runaround pay be paid.

Deadlocked Oregon JSC June 7 , 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2005 Oregon-Nevada-California Fast Freight

OTR
Dispute

The Union contends that drivers are instructed by the Company to leave their chart in the clock until they have finished all their work time. On the day in question, Dennis arrived in Medford, went into the office to punch in and fill out his trip reports, when he went back out to get his chart out of the clock, the equipment was gone. The Union maintains that there is no basis for the Warning Letter, and that there was discrimination in it being issued.

The Company contends that Dennis knows that he is supposed to turn in his tack chart with his pay logs,; this has happened before and he has been talked to about it. Further, the men are instructed to take the chart out before they punch the clock, which Dennis didn't do, nor did he make an attempt to locate the equipment or make up a duplicate chart to hand in.

Case #628.

JSC Motion: That the Warning Letter be withdrawn.

Deadlocked Oregon JSC July 12, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2006 Pierce Freightlines, Inc.

MASTER
Dispute

The Union is in disagreement with the Company over the Company's interpretation of Section 2, of Article 3, third paragraph, of the National Master Freight Agreement. The Union is requesting that the Company place Mike DeBlock on the regular seniority roster and compensate him for the holidays that fell after his qualifying under the Contract for holiday pay, also, health and welfare payments on his behalf after he qualified for same under the Contract.

Case #621.

JSC Motion: That the man be granted full seniority commencing as of April 22nd, 1965, and that Pierce Freightlines pay his Health & Welfare payments after he qualified, and that he be paid all holidays after his 30 days, further, that the Employer is to notify the employee of the amount he has been over-paid as a casual and the man is to return this amount.

Deadlocked Oregon JSC July 12, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2007 Silver Eagle Company

OTR Local Union 81 is claiming that Silver Eagle Company owes
Dispute the senior driver who did not work on June 5, 1965, runaround
pay amounting to a Portland-Secoma turnaround run.

The Union contends that on Friday, June 4th, the Company sent a line driver out to pick up a load of waste oil and when he returned to the terminal, he was instructed to spread the excess oil on the yard. On Saturday, the Company dispatched the Shop Foreman, a mechanic, to Secoma, Washington, with this load of waste oil. The Union contends that this trip was line drivers' work, the work of men in the bargaining unit.

The Company contends that they have done this since 1956, they have an old rig that they only license twice a year to haul and spread this waste oil on their yards. For years, a Shop Foreman has done this work, he takes it up on Saturday and comes back on Sunday, and it gives him an opportunity to check the equipment in Secoma. The Company contends that in the past, they were allowed to utilize equipment for non-revenue work.

Case #630.

JSC Motion: That the runaround claim be allowed.

Deadlocked Oregon JSC July 12, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2008 United-Buckingham Freight Lines

OTR
Dispute

The Union contends that on December 28th, 1964, Bailey was dispatched from Seattle to Portland and was verbally asked by the Seattle dispatcher if he would turn in Portland and return to Seattle. At the same time, driver Cook was also dispatched to Portland. Cook arrived in Portland and signed in approximately 10 minutes before Bailey. The Portland dispatcher re-dispatched Cook to Seattle, therefore, we are requesting runaround pay for Bailey because he is senior to Cook, and was entitled to the run.

The Company's position is that Cook and Bailey were both dispatched out of Seattle at 9:30 p.m. for Portland. Cook arrived in Portland approximately 2:00 a.m. The Portland dispatcher, having no knowledge of any verbal conversation between driver Bailey and the Seattle dispatcher, and having no way of knowing when Bailey was going to arrive, Cook had already made out his reports and signed out, so he dispatched Cook on the trip to Seattle. Cook had already been issued dispatch orders and was starting to pull out of the yard when Bailey arrived in the dispatch office.

Case Number - None given.

JSC Motion: That the Company's position be sustained.

Deadlocked Oregon JSC May 17, 1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
8-5-2009 United-Buckingham Freight Lines

OTR Local Union 81 is claiming runaround pay for Charles Layton,
Dispute from United-Buckingham Freight Lines, for a runaround incurred
on July 4, 1964.

The Union contends that Layton is a Portland-Spokane bid driver whose bid was cancelled on his regular night out, July 3rd, and the Company sent out a Portland extra board man on a Umatilla turn with a spokane extra board man.

The Company's position is that Layton had a firm Portland-Spokane through bid on Mondays, Wednesdays, and Friday nights. This run was bid as a through run to Spokane and there was no provisions made in the bid for any turn-arounds.

Case Number - None given.

JSC Motion: That the position of the Union be sustained.

Deadlocked Oregon JSC May 17, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case# Local 81, Portland, Oregon, and
8-5-2010 United-Buckingham Freight Lines, Inc.

OTR Local Union 81 is claiming runaround pay for Glenn Brandon,
Dispute from United-Buckingham Freight Lines, for December 3rd,
7th, and 9th, 1964, when Brandon, a furloughed regular line
driver was runaround as follows:

On December 7th, driver Bailey, a Portland extra board man, came from Seattle to Portland and turned right back, without any rest period, to Seattle. On December 3rd, Portland driver Cook returned to Portland from Pasco and immediately, without any rest period, pulled a Portland to Seattle trip. On the 9th of December, Cook arrived in Portland from Seattle and without any rest period was dispatched to Yakima. It is the Union's contention that even though Brandon was a furloughed driver, and his name was not on the active extra board, that he is still considered an extra employee and entitled to seniority privileges with regards to work for a period of two years.

The Company's position is that Brandon was furloughed on November 18, 1964, and therefore, was removed from the active seniority board. Further, the Company has an agreement with Local 81 that when there are excess loads over drivers, that on short divisions, and providing that the man has hours, and also, providing that there are no extra men on the board who have not worked, that incoming drivers on these short runs, meeting the conditions outlined above, that they can be dispatched on another short run. The Company's position therefore is, that driver Brandon was on a furlough status and was not on the extra board, consequently, he could not be classed as an extra board driver who had not worked on the days in question.

Case No. - None given.

JSC Motion: That the Company's position be sustained.

Deadlocked Oregon JSC May 17, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
8-5-2011 Associated Freight Lines

Joint Request for consolidation of pay periods per Article 17
Council 7 of Master Agreement.
Dispute

Case #LD-1833

Joint Council #7 Labor-Management Committee Motion:
That past practice shall continue.

Deadlocked Joint Council #7 Labor-Management Committee
May 6, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 85, San Francisco, California, and
8-5-2012 Consolidated Freightways

Joint Request for consideration of change in pay days under
Council 7 Article 17 of the National Master Agreement.
Dispute

Case #LD-1834 and LD-1844.

Joint Council #7 Labor-Management Committee Motion:
That in Case #LD-1834 the Union's position be upheld.
In Case #LD-1844, by stipulation of the parties, this case
is bound by the decision of Case #LD-1834.

Deadlocked Joint Council #7 Labor-Management Committee
May 6, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 104, Phoenix, Arizona, and
8-5-2013 Alabam Freight Lines Division, Consolidated Copperstate

OTR Money claim for Neal Neff and Paul Edwards, for January
Dispute 18. (Company dispatched leasor)

Union referred to an agreement between the Union and the Company in which it was agreed that the Company would regularly use Phoenix-based sleeper teams when they are available for the trip to Salt Lake City, before sleeper teams or leasors would be used.

Mr. Suter stated that the agreement between the Company and the Union refers to freight out of Phoenix, only, and does not require that the men be dispatched unless Phoenix freight is available.

Case #JSC-63.

JSC Motion: That the claim be denied.

Deadlocked Arizona-New Mexico JSC April 26, 27, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 104, Phoenix, Arizona, and
8-5-2014 Navajo Freight Lines, Inc.

Interpre- Money claim of senior man on shift for pay at short-line
tation rate for day involved and pay at one and one-half times short-line
rate for the time spent by a junior employee in making the
short-line trip after claimant had completed his regular shift.

Case #JSC-121.

JSC Motion: Secretary instructed to refer the case to
Joint Western Committee since it involves contract interpretation.

Arizona-New Mexico JSC July 12, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and
8-5-2015 Sierra Distributing

Interpre- Sierra Distributing has house account with Proctor & Gamble
tation Company for loading of trucks. Teamsters representatives
denied access to loading docks to check conditions of men.
Have contract with Sierra Distributing Ltd., but not with
Proctor & Gamble. Have approximately 15 men working on
dock. Request Company be instructed to arrange for rep-
resentative to have access to dock.

Case Number - None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 180, Los Angeles, California, and
8-5-2016 Consolidated Copperstate

OTR Local 180 is claiming 1/2 hour pay for Robert Kelly and
Dispute Earl Hickman @ \$3.07 per hour, a total of \$1.54 due each man
 against Consolidated Copperstate. Truck was tied up for
 I.C.C. check at port of entry, Yuma, Arizona, on March 18/65.

Case #SC-5-65-5605.

JSC Motion: That under Article 54, Section 8 (a) of the
O.T.R. Agreement, the claim of the Union is allowed.

Deadlocked Southern California JSC May 3, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
8--5-2017 Pacific Intermountain Express

Termina- Local 180 protests the termination of Robert Gentry.
tion We request that he be returned to work with full seniority
and compensated for all time lost.

Case #SC-7-65-5971.

JSC Motion: That the discharge of Robert Gentry be
reduced to a suspension. He shall be returned to work on
July 12th with full seniority and no compensation for time
lost.

Deadlocked Southern California JSC July 9, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 190, Billings, Montana, and
8-5-2018 Consolidated Freightways

OTR Local requests pay for a Billings - Great Falls trip and
Dispute Great Falls to Billings trip for C. P. Clement Jr. A Denver
sleeper team picked and dropped freight in Great Falls and
Billings. Mr. Clement was deprived of this run on March
29, 1965.

Case #M-492.

JSC Motion: That in Case M-492 the request for runaround
pay for C. P. Clement Jr. be paid.

Deadlocked Montana JSC May 21, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 190, Billings, Montana, and
8-5-2019 Garrett Freightlines

OTR Request difference in pay of a Billings-Pocatello trip and
Dispute a Billings-Whitehall trip, for Kenneth Kratovil in regard to
runaround on May 19, 1965.

Case #M-503.

JSC Motion: That in Case M-503, Union's position be
upheld and claim be paid.

Deadlocked Montana JSC June 18, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 190, Billings, Montana, and
8-5-2020 Garrett Freightlines

OTR Union is requesting pay from 0900 on 6/4/65 to 1300 on
Dispute 6/5/65 for Denver Sackett and James Christensen for a
runaround on 6/4/65.

Case #M-515.

JSC Motion: That in Case M-515 the claims of Sackett
and Christensen be denied.

Deadlocked Montana JSC July 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
8-5-2021 Associated Freight Lines

Interpre- When Company stipulates on bid sheet that a driver, in order
tation to bid a specified starting time position, must have a "Class "A"
License," must operate "Diesel" equipment and "Doubles" - -
is he then, by establishing the highest rated classification,
entitled to 5-axle pay when lesser rated equipment is assigned
on a day-to-day basis?

Case Number - None given .

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2022 C.T.A. Members and Non-Association Members

Interpre- We are asking for an interpretation of Article 41, Section 3 (a)
tation as this is not clear to the Companies under the C.T.A. and
the Non-Association, as to the method of bidding.

Case Number - None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2023 All Companies involved.

Interpre- We would like an interpretation of Article 49, Section 5, of
tation the Supplemental Agreement, as to whether this applies to
the 15% to the total seniority list of each yard, per week,
per month, or during the period of May 1, to October 1.

Case Number - None given.

JSC Motion: None given.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
8-5-2024 Transcon Lines

MASTER
Dispute

Case #SC-7-65-5906 - on behalf of V. O. Brown: "I have been working for Transcon for 11 years. On Wednesday, I was told to report at the Safety Center at 8:00 a.m., Thursday, June 3, 1965, for a physical. Upon completion of my physical, I returned to the terminal and it was being picketed by 224. I saw my Union Steward and he told me that Mr. Burch had advised him that all drivers were to stick around as we were all going to work shortly. I stuck around. The Company only paid me 1 1/2 hours for Thursday, June 3rd, 1965. My claim is for 6 1/2 hours. Additional pay. (\$21.52).

Case #SC-7-65-5907 - on behalf of J. Mathas & 67 John Does:
"On June 2, a supervisor drove a Transcon trailer through the Harvey picket line then he ignored our driver who took the truck over to the line. Local 224 followed this truck back to the terminal with this supervisor driving. They proceeded to go in and ask the terminal manager to picket this truck, but Burch threw them out of the yard and told them to picket on the street, which these men did. They were very nice, but Mr. Burch was very obnoxious, saying to hell with it. I, being the Steward, asked Mr. Burch why he did not let the men picket this one truck and not putting my drivers in the middle. Also, 357 asked the same. Mr. Burch told me it was none of my damn business. I tried to point out that anything that involved 208 drivers, but to no avail. Mr. Burch himself created this problem, and forced 208 and 357 from coming across this line. We were not picketing this barn. We came into work. Mr. Burch and Mr. Hutchins did everything in their power to get me to say we were on strike. I told them that we were there and ready for work. Mr. Hutchins even told me "Why don't you carry a picket sign." I told him we were not on strike and that I would not be in collusion with this. At 12:00, Mr. Burch told me to be sure and keep all the men there for we were going to work. We were there, but Mr. Burch did not put us to work. Therefore, I'm claiming a day's pay for my drivers, whom on his direction, reported for work. He and Mr. Burch alone created this problem and not 208, therefore, I think we have a day's pay coming.

Case #SC-7-65-5906 and 5907.

JSC Motion: That based on the testimony by the Union, the men were told to stick around, the claim of the Union is allowed.

Deadlocked Southern California JSC July 8, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-5-2025 I.M.L. Freight

Termina- Protest of discharge of William K. Hier.
tion

Case #531 (May 65-7)

JSC Motion: That the discharge be upheld.

Deadlocked Utah-Idaho JSC May 18, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
8-5-2026 I. M. L. Freightlines

OTR A Salt Lake City domiciled sleeper team of drivers Stertz
Dispute and Beatty was dispatched from Salt Lake City on a Chicago
run. The tractor broke down at Echo, Utah (approximately
60 miles out of Salt Lake City). The team and tractor were
returned to Salt Lake City, and the team did not elect to be
placed on the extra board, but elected to wait for the repair
of their tractor. They claim 8 hours breakdown pay for each
of two days while the tractor was being repaired.

Case #535 (Jul. 65-1).

JSC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JSC July 14, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and
8-5-2027 I. M. L.

Interpre- Requesting interpretation of whether employee has a right
tation to split vacation for 2, 3, and 4 choices on 1st bid.

Case #545 (July 65-2).

JSC Motion: Joint State Committee requested this be filed
with Joint Western Area Committee for interpretation.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
8-5-2028 I.M.L. Freightlines

Termina- The Local Union wishes to protest the discharge of
tion Max Jepson.

Case #566 (Jul. 65-23)

JSC Motion: That the discharge be upheld.

Deadlocked Utah-Idaho JSC July 14, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and
8-5-2029 Milne Truck Lines, Inc.

MASTER
Dispute

It is the Union's position under the provisions of Article 2, Section 3 of the National Master Freight Agreement, that the Company is obligated to recognize the Union upon a showing of a representation of a majority of the employees involved. The Union concedes that it has no agreement with Milne Terminal Service, but contends that Milne Terminal Service is "non-existent", has no legal existence and that the employees involved are all employees of Milne Truck Lines, Inc. and are subject to the provisions of the agreement referred to.

It is the Company's position that it does not have any pick-up and delivery and dock employees in Salt Lake City, but that these are the employees of Milne Terminal Service, a partnership, whereas the Company is a Corporation. The Company points out that Milne Truck Lines Inc., is a party to the National Master Freight Agreement, but that Milne Terminal Service is not a party to that agreement or any other labor agreement with the Union.

The Company contends that the Union has filled unfair labor practice charges against both Milne Truck Lines, Inc. and Milne Terminal Service where the issue of whether there are one or two separate employers is currently under investigation by the National Labor Relations Board. It is the Company's position that the Committee should take no action on the case pending such a determination by the N. L. R. B. while it is the Union's position that the committee should rule that the Company is in violation of the Agreement.

Case #538 (June 65-7)

JSC Motion: That the Union's position be upheld.

Deadlocked Utah-Idaho JSC June 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and
8-5-2030 Pacific Intermountain Express

Warning Protest of warning notice issued to David C. Soderborg.
Letter

The Union objected to hearing the case, contending that
it was improperly before the committee.

Case #533 (June 65-2)

JSC Motion: That the case is improperly before the
committee.

Deadlocked Utah-Idaho JSC June 16, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
8--5-2031 Garden City Transportation

Joint Union Position: Wants three men off at one time.
Council 7
Dispute Employe r Position: No contractual provisions specifying
percentages of employees off at one time.

Case # LD-1823.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 6, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
8-5-2032 Garden City

Joint Does a run which includes early A.M. start have to be put
Council 7 for bid? Union's case included claim that early start con-
Dispute stituted a higher paid position.

Case # LD-1886.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
June 17, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
8-5-2033 Pacific Intermountain Express

Joint Do early morning starts, assigned as the work load warrants,
Council 7 have to be bid?
Dispute

Case # LD-1849.

Joint Council #7 Labor-Management Committee Motion:
That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
May 20, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 287, San Jose, California, and
8-5-2034 Pacific Intermountain Express

Joint Does a hostler job, on an occasional one day relief basis,
Council 7 have to bid?
Dispute

Case #LD-1865.

Joint Council #7 Labor-Management Committee Motion:
That the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
May 20, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Local 287, San Jose, California, and
8-5-2035 Scoffone

Dis- Local 287 protests the discharge of Caraveo.
charge

Case #CB-1465.

JSC Motion: That the man be returned to work without back
pay.

Deadlocked California Bay Area JSC .

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 315, Martinez, California, and
8-5-2036 Reliable

Dis- The Local Union protests the discharge of Anderson.
charge

Case #CB1571.

JSC Motion: That the man be put back to work with no
back pay.

Deadlocked California Bay JSC (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 190, Billings, Montana, and
8-5-2037 Consolidated Freightways

OTR Junior driver, Alburthy, working for Consolidated Freightways
Dispute when senior driver Feucht was laid off in September, 1963.
Request driver Feucht be re-employed and paid for all trips
pulled by new driver Alburthy.

Local 448 stated that the case does involve 2 Joint Councils,
that employee Alburthy is employed by the Company in
Spokane, and that employee Feucht is employed at the Company
in Missoula. In light of this development, a motion was made,
seconded and passed, that this case be referred to the Joint
Western Committee meeting.

Case #M-501.

JSC Motion: That this case be referred to the Joint
Western Committee meeting.

Date of JSC Action: June 18, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2038 Consolidated

OTR Abusive free time, Johnson and Hare.
Dispute

Union claims eight hours abusive free time because when drivers arrived at Billings, Montana, their load was there and drivers were waiting for company to hook up load. There were three men on duty, doing hostling work. Company put men off duty for eight hours and gave them the same load to pull out.

Case #CB-1526.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2039 Consolidated

OTR Pay claim for McCasland and Chandler.
Dispute

Union claims 12 hours runaround time at Chicago. Drivers arrived on a semi at 0445 and were put off duty. Cheshier and Cullums arrived at Chicago with a set of doubles ahead of McCasland and Chandler, and were given a semi which left at 5:00 o'clock.

Case #CB-1529.

JSC Motion: That the Union claim be upheld.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2040 Consolidated

OTR Runaround for Dalke and Raynor. Union maintains Dalke and
Dispute Raynor were runaround at Walla Walla by Geiger and Skillings ,
another Oakland team.

Case #CB-1533.

JSC Motion: That the Union's position be denied.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2041 Consolidated

OTR Pay claim for Ong and Leeman.
Dispute

Union claims 16 1/2 hours pay due to blocked roads. Drivers called company and were told to keep checking on road conditions and leave as soon as possible. Drivers had to keep moving equipment due to floods at Arlington, Oregon and were never instructed to go off duty.

Case #CB-1534.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC (Date: none given) .

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2042 Consolidated

OTR Pay claim Johnsen and Hare. Union claims 20 minutes pay,
Dispute drivers were stopped at the State scales and equipment checked
by the California State Police. Union maintains drivers were
in the services of the company and should be paid delay time.

Case #CB-1538.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
8-5-2043 Garrett

OTR Holiday pay for Hays.
Dispute

Union claims that driver worked on Washington's Birthday and was paid two different rates of pay. Hays was paid Short Line rate for working and was paid long line rate for holiday pay.

Case #CB-1478.

JSC Motion: That the previous interpretation that Washington's Birthday, Memorial Day and December 24th are straight time holidays if worked and that the other five holidays are double time holidays if worked , is still in effect because the language has not changed.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
8-5-2044 Garrett

OTR

Dispute

Union claims short line rate of pay for Ries for a trip from Emeryville to San Miguel and back. Company paid short line rate on same trips before, but on this trip paid line rate because man had to lay over.

Case #CB-1479.

JSC Motion: That based on the facts the man was told prior to his dispatch that he was going to lay over, I move that the Union claim be denied.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2045 Pacific Intermountain Express

OTR Pay claim for Costa and Brignoli. Union claims 4 hours pay
Dispute for drivers because of road conditions. Drivers were
coming from Omaha and stopped at Rawlings with a set of
doubles because roads were iced up so bad that they could
not hold the double tractor on highway. Company maintains
roads were not closed by the State or anyone else.

Case #CB-1540.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2046 Pacific Intermountain Express

OTR Union claims Troth and Moore claim 8 hours for local work.
Dispute Men reported for work at Sparks and were sent to Vista which
is East of Sparks to do local shuttle work before starting out
on a line trip to Oakland. Company maintains, what the Union
is claiming did happen, but they wanted to pay the men 1 3/4
hours because he did not work 8 hours.

Case#CB-1541 and #CB-1542.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2047 Pacific Intermountain Express

OTR Pay claim for Lane and Nixon. Union claims 5 hours
Dispute runaround for Lane and Nixon. This team of drivers was
in Rawlings and there was a load there to go to Salt Lake City.
They were first in. A Los Angeles team came in and pulled
the load to Salt Lake City.

Case #CB-1543.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2048 Pacific Intermountain Express

OTR Pay claim for Farrington and Smith. Union claims 1 1/2
Dispute hours for drivers because they had to tie up due to fog and
 waited for daylight before continuing on to Los Angeles.
 Company maintains other teams went through the area at
 the same period of time.

Case # CB-1546.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2049 Pacific Intermountain Express

OTR Pay claim for Brignoli and Costa. Union claims 72 hours.
Dispute Drivers had their bid truck put into the shop for an oil leak. Drivers took a spare on their first trip and on return found that the shop was using their bid truck for spare parts. Company had used the rearend for another bid sleeper, also the front bumper for another bid truck. Company maintains they did use some parts from this truck, but had to wait for a fuel pump and compression pump.

Case #CB-1549.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2050 Pacific Intermountain Express

OTR Union claims cab fare at Boise, Idaho, from the dock to
Dispute the Indiana Hotel and it is 80¢ each way. This is where the
majority of the P.I.E. drivers stay, and the rate runs
\$2.00. There is no other transportation at Boise. Company
maintains there are Hotels within three blocks of the
terminal.

Case #CB-1545 and #CB-1556.

JSC Motion: That the claims of the Union be denied.

Deadlocked California Bay JSC (no date given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2051 Pacific Intermountain Express

OTR Pay claim for Fay and Quadros. Union claims 11 hours
Dispute runaround. Drivers arrived at Boise at 6:41 a. m. and told
to go off duty. Oakland sleeper B-3112 arrived at 7:49 a. m. ,
dropped and picked up V-7110 and departed for Seattle at
9:00 a. m. .

Case #CB-1553.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2052 Pacific Intermountain Express

OTR Pay claim for Kirby and Crowes. Union claims 8 hours
Dispute runaround. Drivers on doubles power D-3418 arrived at
Tacoma, Washington at 9:00 a.m., put off duty. At 10:25 a.m.
an Oakland team arrived from Seattle D-2339, with one
trailer, R-8516 for Oakland and picked up N-9297, trailer
for Oakland. This trailer, V-9297, had been sitting in Tacoma
for four days and should have been the first half of the set
for D-3418.

Case #CB-1554.

JSC Motion: That the Union claim be upheld.

Deadlocked California Bay JSC (Date: None given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2053 Pacific Intermountain Express

OTR Terminal delay for Hilburn and Rains. Union claims 4 3/4
Dispute hours for terminal delay at Denver. Drivers got into Denver
the dispatcher wanted to know if they were on T.D. They
said, "no". He told us to go to the hotel - 3 3/4 hours later
he called us. We wanted our eight hours off, but the dispatcher
said if we did not take load now he would send it by a Denver
team.

Case #CB-1555.

JSC Motion: That the Union claim be upheld.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
8-5-2054 Pacific Intermountain Express

Dis- Union protests discharge of Hill and Gama for dishonesty.
charge

Case #CB-1590 and #CB-1591.

JSC Motion: That the discharge be upheld in Case #CB-1590
and also in Case #CB-1591.

Deadlocked California Bay JSC .

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and
8-5-2055 Watson-Wilson

OTR Money claim for Hallaand Gilliam. Union claims differential
Dispute in pay between an Albuquerque trip and a Chicago trip. Union
maintains they have a dispatch with Watson-Wilson where
drivers pick their destination.

Case #CB1583.

JSC Motion: That if this dispatching agreement existed
before the purchase by Yellow Transit, that the claim be
paid.

Deadlocked California Bay JSC (Date: none given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico, and
8-5-2056 The Santa Fe Trails Transportation Co.

OTR Claim of James L. Elam, February 10, checking equipment
Dispute and loading and unloading.

Case #JSC-85.

JSC Motion: That the position of the Union be sustained.

Deadlocked Arizona-New Mexico JSC June 7, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and
8-5-2057 Best Way Motor Freight

Warning
Notice

Local 690 is protesting warning notice issued to Leo Pike
and requests that it be placed on the August, 1965 Agenda
of the J.W.C.

Case #1128 (U).

JSC Motion: That the warning notice be removed.

Deadlocked Washington JSC July 7, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-2058 Consolidated Freightways, Inc.

Interpre- Dispute - rate of pay for L. M. Scovill, employed by
tation Consolidated Freightways. L. M. Scovill does checkers
work according to the guideline established by the JWC.
He has only been paid dock workers scale. Since January 1, 1964,
there has been a six cents (6¢) per hour higher scale for
checkers over dock workers.

Local 741 requests that Consolidated Freightways be
instructed to pay L. M. Scovill at the checkers rate of pay
and adjust his wages retroactively to January 1, 1964.

Case #1191 (U).

JSC Motion: That this factual case is forwarded to the
JWAC for interpretation as to whether or not the duties
of Mr. Scovill do or do not fall within the checker duties
as outlined in the summary.

Date of JSC Action: May 5, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-2059 Gasoline Tank Service Company

Tanker Gasoline Tank Service is requiring their drivers to observe
Dispute a Company speed limit of 45 miles per hour.

It is the position of Local 741 that this is a Company rule under Article 55 (Company Rules) and since it has never been approved by Teamsters Local 741, it is not effective nor enforceable, and the limit should be raised to the legal posted speed.

Case #1165 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC May 5, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-2060 Interstate Freight Lines

Termina- Local 741 protests the termination of Jack Cook by Interstate
tion Freight Lines on May 28, 1965. We request his reinstatement
 with no loss of seniority and reimbursement for wages lost.

Case #1217 (U)

JSC Motion: That the termination be upheld.

Deadlocked Washington JSC July 7, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
8-5-2061 Los Angeles-Seattle Motor Express

OTR Company in violation of Article 52 of the Western States
Dispute Area Over-the-Road Supplemental Agreement by not compensating
sleeper drivers Varra and Chappelle, the local area heavy
duty rate at Sacramento, California on trip of 2/10 through
2/13/65.

Case #1211 (U).

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC June 2, 1965.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
8-5-2062 Sea-Land Freight Service, Inc.

Interpre- Local 741 takes the position, according to the NFA, Articles
tation 1 and 2, that Sea-Land Freight Service, Inc., should become a
party to the NMFA and the WSA OTR Supplemental Agreement,
and the approved Alaska Rider to the same. Sea-Land Freight
Service, Inc., was the successful bidder on a contract to haul
US Mail from Seattle to Alaska. Said contract executed with
the US Post Office and to become effective 4/27/65. Sea-Land
Freight Service, Inc., has sub-contracted all of the trucking
operation of this mail haul to Lynden Transfer, Inc., of
Lynden, Wn. Both Local 741 and Local 231 have signed OTR
Contracts and Alaska Rider with Lynden Transfer, Inc. However,
inasmuch as Sea-Land Freight Service, Inc., assumed full
financial and operational responsibility for the delivery of the
mail and all movements of same, either Northbound or South-
bound when hauled by truck and such operations shall be at
the direction of Sea-Land Freight Service, Inc., we feel
Sea-Land Freight Service, Inc., should be signatory to said
contracts.

Case #1229 (U).

JSC Motion: That the Joint State Committee construes Case
1229 (U) as an interpretive matter and case is referred to
the Joint Western Area Committee for interpretation.

Date of Action: July 7, 1965.